

The Honorable Benjamin H. Settle

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT TACOMA

CITY OF TACOMA, a municipal  
corporation,

Plaintiff,

vs.

CLEAR CHANNEL OUTDOOR, INC., a  
Delaware corporation,

Defendant.

NO. 3:11-cv-05747-BHS

DECLARATION OF CHRIS D.  
BACHA IN SUPPORT OF CITY  
OF TACOMA'S OPPOSITION TO  
DEFENDANT'S MOTION TO  
DISMISS

I, Chris D. Bacha, declare and state as follows:

1. I am over the age of eighteen years, competent to testify herein, and make this declaration on personal knowledge of the facts stated in support of the City of Tacoma's Opposition to Defendant's Motion to Dismiss.

2. I am an attorney at Kenyon Disend, PLLC and colleague of Shelley Kerslake.

3. On March 17, 2010, I discussed the terms of the Proposed Settlement Agreement at issue in this case with Paul Taylor, counsel for Clear Channel Outdoor, while Shelley Kerslake was out of town.

4. We specifically discussed paragraph 3 of the Proposed Settlement Agreement regarding amortization. Mr. Taylor did not like the amortization language proposed by

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CV 11-05747-BHS - 1



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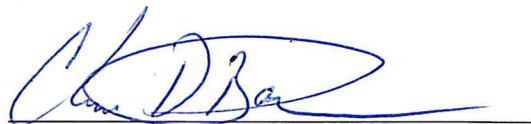
1 the City. He communicated that it was Clear Channel's fear that the day after its lawsuit  
2 was dismissed and the Proposed Settlement Agreement was executed, the City could  
3 enact an ordinance prohibiting *digital* signs after a five year amortization period. This  
4 was not his client's desired outcome.

5 5. To understand what Clear Channel wanted paragraph 3 to achieve, I discussed  
6 several hypothetical situations. It was clear that Clear Channel wanted its *digital*  
7 billboard signs to have a grandfathered exemption in perpetuity. In addition, Clear  
8 Channel did not want to be subject to the traditional non-conforming use limitations that  
9 would typically prohibit increases in digital billboard size and other related  
10 specifications.

11 6. At no time did Mr. Taylor raise the issue of paragraph 3 applying to anything  
12 other than digital billboards.

13 I declare that the foregoing is true and correct subject to the penalty of perjury under  
14 the laws of the state of Washington.

15  
16 DATED this 13<sup>th</sup> day of October, 2011 at Issaquah, Washington.

17  
18   
19 Chris D. Bacha